

The 19th April, 1968

No. 3368-3-Lab-68/10308.—In pursuance of the provisions of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947) the President of India is pleased to publish the following award of the Presiding Officer, Industrial Tribunal, Haryana, Chandigarh in respect of the dispute between the workmen and management of M/s Westend Machinery Railway Road, Faridabad.

BEFORE SHRI K. L. GOSAIN, PRESIDING OFFICER, INDUSTRIAL TRIBUNAL, HARYANA, CHANDIGARH

Reference No. 106 of 1967

between

THE WORKMEN AND THE MANAGEMENT OF M/S WESTEND MACHINERY RAILWAY ROAD, FARIDABAD

Present : Shri Roshan Lal for the Workmen.

#### AWARD

An industrial dispute having been come into existence between the workmen and the management of M/s Westend Machinery Railway Road, Faridabad, over the grant of bonus to the workmen for the year 1965-66, the same was referred for adjudication to this tribunal under clause (d) of sub-section 1 of section 10 of the Industrial Disputes Act, 1947, *vide* Haryana Government Notification No. ID/FRD/275A/52300, dated 8th December, 1967.

Usual notices were issued to the parties and in response to the same the workmen filed their statement of claims. In spite of service of notices being effected on the management for two different dates, the management did not care to file their written statement nor even to attend the hearings of the case. *Ex-parte* proceedings were taken against the management and the workmen were given opportunity to produce *ex-parte* evidence. The workmen produced two witnesses whose evidence clearly proves that the concern in question had made profits during the year for which the bonus has been claimed. As the management have not cared to appear no material has been brought on the record to show that the management can avail of the benefits of Section 16 of the Payment of Bonus Act, 1965. The workmen, however, have led no evidence regarding the exact amount of profits and under the circumstances all that they can be granted is the minimum bonus as provided under Section 10 of the Payment of Bonus Act, 1965. The management is accordingly directed to pay to each of their workmen bonus at the rate of 4 per cent of the salary or wages earned by each of their employees in the year in question or Rs. 40 whichever is higher. This direction is subject to the provisions of Sections 8, 12, 13 and 14 of the said Act.

No order as to costs.

K. L. GOSAIN,  
Presiding Officer,  
Industrial Tribunal, Haryana,  
Chandigarh.

Dated : 8th April, 1968.

No. 498, dated Chandigarh, the 9th April, 1968

The award is submitted to the Secretary to Government, Haryana, Labour and Employment Departments, Chandigarh, as required by Section 15 of the Industrial Disputes Act, 1947.

K. L. GOSAIN,  
Presiding Officer,  
Industrial Tribunal, Haryana,  
Chandigarh.

No. 3469-3Lab-68/10308-A. —In pursuance of the provisions of Section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947), the President of India is pleased to publish the following award of the Presiding Officer, Industrial Tribunal, Haryana, Chandigarh, in respect of the dispute between the workmen and management of Messrs Reliance Fine Products, Faridabad.

BEFORE SHRI K.L. GOSAIN, PRESIDING OFFICER, INDUSTRIAL TRIBUNAL, HARYANA, CHANDIGARH

Reference No. 107 of 1967

between

THE WORKMEN AND THE MANAGEMENT OF MESSRS RELIANCE FINE PRODUCTS, FARIDABAD

Present:—

Shri R.C. Wadwani for the management.  
Shri Roshan Lal for the workmen.

#### AWARD

A trade union called General Labour Union, Faridabad, issued a demand notice to the management of Messrs Reliance Fine Products, Faridabad raising two demands on behalf of the workmen of the said concern. One of the said demands related to the grant of dearness allowance to the workmen and the other related to the grant of conveyance allowance to them at some enhanced rates. The management failed to comply with the said demands and the conciliation proceedings with regard to the same having presumably failed the industrial dispute

arising out of the said demands was referred to this tribunal under clause (d) of sub-section 1 of Section 10 of the Industrial Disputes Act, 1947,—vide Haryana Government notification No. ID/FD/307-A/52829, dated 16th December, 1967.

Usual notices were issued to the parties and in response to the same the union at whose instance the case had been referred filed a statement of claims and the management filed their written statement to the same. It was alleged by the management that for the last three years they had been suffering losses and that in view of the same a settlement had been arrived at between the management on the one hand and the workmen on the other by which the workmen had agreed to withdraw the demands. Shri Roshan Lal, President of the General Labour Union at whose instance the reference had been made denied that any settlement had been arrived at, and I directed the parties to produce their evidence in respect of the said point. On 4th April, 1968, i.e., the date on which the parties had to adduce evidence, the management examined three witnesses two of whom were the workmen of the concern and the third was their manager. All the three unanimously stated that in view of the financial difficulties of the concern all the workmen had agreed to settle the dispute in question by withdrawing the two demands raised by the workmen. Letters, Exhibit R-1 and R-2 were produced by the management which fully support the management's version. Exhibit R.1 is signed by 10 workmen and Exhibit R. 2 by another 4. Another document was also produced which is R.W. 1/1. This is a copy of the notice which all the workmen served on the trade union informing it of the settlement and requesting it not to pursue the case on behalf of the workmen. The workmen also stated that for the last three months they had ceased to be the members of the General Labour Union and that the said union was not authorised to represent them. After giving my careful consideration to the evidence I am fully convinced that the matter had been amicably settled between the parties and all the workmen as a body had agreed to withdraw the demands in question. In any case it is fully established on the record by the balance-sheets, R-3, R-4 and R-5 that the management has been suffering losses during the last three years and that it is wholly unable to bear the burden of the dearness allowance and conveyance allowance which the workmen originally claimed in their demand notice. For the aforesaid reasons the demands of the workmen are dismissed.

No order as to costs.

Dated 10th April, 1968.

K. L. GOSAIN,  
Presiding Officer,  
Industrial Tribunal, Haryana, Chandigarh.

No. 514, dated, Chandigarh, the 10th April, 1968

The award be submitted to the Secretary to Government, Haryana, Labour and Employment Department, Chandigarh, as required by Section 15 of the Industrial Disputes Act, 1947.

K. L. GOSAIN,  
Presiding Officer,  
Industrial Tribunal, Haryana,  
Chandigarh.

No. 3814-3Lab 68 10312.—In pursuance of the provisions of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947) the President of India is pleased to publish the following award of the Presiding Officer, Labour Court, Rohtak in respect of the dispute between the workmen and management of M/s Parkash Metal Industries, Jagadhri.

BEEORE SHRI P. N. THUKRAL, PRESIDING OFFICER, LABOUR COURT, ROHTAK.

REFERENCE NO 1 OF 1967.

*between*

The workmen and the management of M/s. Parkash Metal Industries, Jagadhri.

CORRECTION OF THE AWARD PUBLISHED IN HARYANA GOVERNMENT GAZETTE,  
DATED 13TH FEBRUARY, 1968

An award was made in favour of 13 workmen of M/s Parkash Metal Industries Jagadhri by this Court on 19th January, 1968. It was published in the Haryana Government Gazette part I, Labour Department notification No. 518-3Lab-68, dated 31st January, 1968.

An application has been made on behalf of the workmen under the provisions of Rule 28 of the Industrial Disputes (Punjab) Rules, 1958 for the correction of two clerical mistakes that have crept in by reason of an accidental slip. The first mistake is the eighth line on page 118 below the heading award and after the words "terminated from" the month and year is given as February, 1967. In fact the year should have been 1966 and not 1967. The second mistake that has occurred is that in the sixth line of third para on page 120 the date mentioned is 4th October, 1966 while the correct date is 4th February, 1966.

I have gone through the file and find that the prayer made on behalf of the workmen is correct and both the mistakes have occurred on account of accidental slip. Under the provisions of Rule 28 of the Industrial Disputes (Punjab) Rules, 1958, this court is competent to correct any clerical mistake or error arising from accidental slip or omission in any award it issues I, therefore, hereby correct the mistakes. In the eighth line at page 118 below the heading award and after the words "terminated from" the month and year be read as February, 1966 instead of February, 1967 and in the sixth line of the third para at page 120 the date be read as 4th February, 1966 instead of 4th October, 1966.

Dated 5th April, 1968.

P. N. THUKRAL,  
Presiding Officer,  
Labour Court, Rohtak.

No. 701, dated the 6th April, 1968

Four copies of the correction of the award is submitted to the Secretary to the Government, Haryana, Labour and Employment Departments, Chandigarh, for publication in the Gazette with reference to his endorsement No. 1657-3Lab-68/5743, dated 12th March, 1968.

P. N. THUKRAL.

Dated 5th April, 1968.

Presiding Officer,  
Labour Court, Rohtak.

The 19th/20th April, 1968

No. 3270-3Lab-68/10310.—In pursuance of the provisions of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947), the President of India is pleased to publish the following award of the Presiding Officer, Labour Court, Rohtak, in respect of the dispute between the workmen and management of M/s Bharat Carbon and Ribbon Manufacturing Co. Ltd., Faridabad.

BEFORE SHRI P.N. THUKRAL, PRESIDING OFFICER, LABOUR COURT, ROHTAK  
Reference No. 76 of 1967

Between  
Shri P.C. Sharma Workman and the management of M/s Bharat Carbon and Ribbon Manufacturing Co. Ltd.,  
Faridabad

Present.—Shri A.H. Handa, for the workman.  
Shri S.L. Gupta, for the management.

### AWARD

Shri P.C. Sharm, was serving in M/s Bharat Carbon and Ribbon Manufacturing Co., Ltd., Faridabad as a time-keeper. His services were terminated and this gave rise to an industrial dipute. The Governor of Haryana in exercise of the powers conferred by clause (c) of Sub-section (1) of Section 10 read with proviso to that sub-section of the Industrial Disputes Act, 1947, referred the following dispute to this court for adjudication,—*vide* Gazette Notification No. 340-SFIII-Lab-67/24865, dated 12th August, 1967.

Whether the termination of services of Shri C.P. Sharma, Time-keeper, was justified and in order?  
If not, to what relief is he entitled ?

On receipt of the reference usual notices were issued to the parties in response to which the workman filed a statement of claim and the management filed their written statement. A preliminary objection has been raised on behalf of the management that there is no dispute between the workman and the management and therefore the reference as worded is bad in law. On merits it is pleaded that Shri C.P. Sharma, was appointed as a time-keeper on 9th August, 1965, on pobation for six months and he left the service of his own accord on 7th Feburary, 1966, presumably because he got a better employment and so collected his dues in full and final settlement. It is alleged that he again approached the management on 14th February, 1966, and made an application seeking employment and so he was appointed as a temporary hand for a period of two months only. It is alleged that his services were extended up to 30th June, 1966, and further extended upto 30th November, 1966. It is alleged that the workman remained in service in a temporary capacity throughout and his services came to an end on 30th November, 1966, and he collected his dues in full and final settlement. The case of the management is that the workman again approached the management on 17th December, 1966, and applied for employment. He was taken into service from 17th December, 1966 to 31st March, 1967 and his services were extended up to 30th June, 1967, when his contract of service came to an end. It is alleged that the services of the workman were temporary and for a specified period, so he is not entitled to any relief. On behalf of the workman it is pleaded that he continued in service through-out as a time-keeper which is a permanent post and the management has been effecting break in his service in order to deprive him of his legal rights. The pladdings of the parties gave rise to the following issues :—

- (1) Whether the reference is bad in law for the reasons mentioned in the preliminary obections ?
- (2) Whether the claimant was employed temporarily for a specific period and his services came to an end in accordance with the terms of contract of service and so there was no need of serving him any charge sheet or giving him any prior notice ?
- (3) Whether the claimant accepted his dues in full and final sttlement on 7th February, 1966 ?
- (4) If the above issues are found in favour of the workman, whether the termination of his services was justified and in order and if not, to what relief is he entitled ?

Issue No. 1.—Under section 2A of the Industrial Disputes Act, 1947, an individual workman is entitled to raise an industrial dispute if his services are terminated even if no other workman or the union of the workman espoused his cause. It cannot therefore be said that the reference is bad in law. I find this issue in favour of the applicant.

Issue No. 2.—The workman has led no evidence in support of his case although a number of opportunities have been granted to him. Issues were framed in this case on 23rd November, 1967, and the parties were directed to produce their evidence on 21st December, 1967. On the date fixed Shri Ashok Kumar who represented the workman stated that the workman was not present and so the case was adjourned to 12th January, 1968. On that date the workman was again absent. His representative however admitted the documents filed on behalf of the management and the case was adjourned to 13th February, 1967, for evidence. The workman did not appear even on this date and the evidence of the management could not be recorded because Shri B.R. Batra, Manager of the respondent concern was said to be suffering from heart attack. The case was therefore adjourned to 4th March, 1968. On the date fixed Shri A.R. Handa representative of the workman stated that he had no instructions from the workman. Shri B.R. Batra, Manager of the respondent concern affirmed on oath that the workman was appointed as a temporary time-keeper in the general section and he remained in service up to 30th June, 1967, as his appointment was only upto that period. Since the workman has not even cared to appear in evidence, I am satisfied by the evidence of the Manager of the respondent concern that the workman was employed in a temporary capacity for a specified period and his services came to an end in accordance with the terms of his contract of services and so there was no need of serving him with any charge sheet or giving him any prior notice. I find this issue in favour of the management.

*Issue No. 3.*—No evidence has been led on this point but the vouchers by which the workman received his dues have been admitted by his representative.

*Issue No. 4.*—In view of my findings on issue No. 2 it must be held that the termination of the services of the workman was justified and in order. I give my award accordingly.

Dated 20th March, 1968.

P.N. THUKRAL,  
Presiding Officer,  
Labour Court, Rohtak.

No. 500, dated 25th March, 1968.

Forwarded (four copies) to the Secretary to Government, Haryana, Labour and Employment Departments, Chandigarh, as required under Sub-section (4) of section 33 C (2) of the Industrial Disputes Act, 1947.

Dated 20th March, 1968.

P.N. THUKRAL,  
Presiding Officer,  
Labour Court, Rohtak.

The 19th/22nd April, 1968.

No. 3141-3-Lab-68/10388.—In pursuance of the provisions of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947), the President of India is pleased to publish the following award of the Presiding Officer, Labour Court, Rohtak, in respect of the dispute between the workmen and management of M/s Indian Landsberg Implements Corporation, Faridabad.

BEFORE SHRI P.N. THUKRAL, PRESIDING OFFICER, LABOUR COURT, ROHTAK

Reference No. 123 of 1967.

between

Shri Jagdish Bhatia, workman and the management of M/s Indian Landsberg Implements Corporation, Faridabad.

President—

Shri Ashok Kumar, for the workman.

Shri R.C. Sharma, for the management.

#### AWARD

The claimant Shri Jagdish Bhatia was appointed as a Painter in the respondent concern on 8th November, 1966 on probation for the period of six months. His period of probation was extended for another six months,—*vide* letter dated 25th May, 1967, because his work was not considered satisfactory and then he is alleged to have left his service. The termination of his services has given rise to an Industrial Dispute and the President of India in exercise of the powers conferred by clause (c) of sub-section (1) of Section 10 read with proviso— to that sub-section of the Industrial Disputes Act, 1947, referred the following disputes to this Court for adjudication, *vide* Gazette Notification No. 560-SFIII-Lab-67, dated 4th December, 1967.

Whether the termination of services of Shri Jagdish Bhatia was justified and in order? If not, to what relief is he entitled?

On receipt of the reference usual notices were issued to the parties in response to which the workman filed his statement of claim and the management filed their rejoinder to the same. It is alleged on behalf of the management that the terms of reference are vague in so far as it is not made clear in what manner the services of the claimant have been terminated. It is alleged that there is no industrial dispute between the workman as a class and the management and that the name of the respondent company has also not been correctly mentioned.

On merits it is pleaded that the claimant Shri Jagdish Bhatia was appointed as a Painter with effect from 8th November, 1966, on Rs. 147.50 per month on probation for six months. His work was not satisfactory and the management decided to give him another chance to improve his work and for this purpose extended his period of probation for a further period of six months,—*vide* their letter dated 24th May, 1967, to which the claimant objected and started non-co-operation. It is alleged that the management gave full thought to the circumstances and instead of terminating his services decided to give him one month's notice in writing but the claimant approached the management and represented that he did not wish to serve the management any more and requested that his accounts may be settled and he may be paid one and a half months wages on compassionate grounds and so he was paid 380.69 in cash and the claimant gave writing that he had received the amount in full and final settlement of his accounts and on his request a service certificate was also given to him in good faith that his conduct was satisfactory but the workman is now taking undue advantage of the certificate. The pleadings of the parties gave rise to the following issues :—

1. Whether the reference is bad for the reasons mentioned in the preliminary objections?
2. Whether the work of the claimant was not satisfactory during the period of his probation?
3. Whether the claimant resigned his job and accepted the amount due to him and the service leaving certificate in full and final settlement? If so, what is its effects?
4. If the above issues are found in favour of the applicant, whether the termination of services of the claimant was justified and in order? If not, to what relief he is entitled?

*Issue No. 1.*—Under section 2-A of the Industrial Disputes Act, a workman can raise an industrial dispute if his services are terminated even if the other workman or the union of workmen do not espouse his cause. It

is also not necessary that the manner in which the services are terminated should be specified in the order of reference. There is therefore, no force in the preliminary objections raised by the management. I find this issue in favour of the claimant.

*Issue No. 3.*—It will be convenient to discuss this issue first before dealing with the other issues. Shri S.K. Jain, M.W. 2, incharge of the personnel Department has stated that the foreman Shri Swarn Singh had made adverse reports marked Exhibit M. 1 to Exhibit M. 4 against the work of the claimant and accordingly he was called and informed of the adverse reports and his period of probation was extended for a further period of six months. He has further stated that according to the entries in the attendance register the claimant performed his duties upto 30th June, 1967, and then he came to him with the Secretary of the union Shri Gajender Pal and said that he wanted to take up a job elsewhere. The witness says that he told the claimant that he could resign and go and on the recommendation of the Secretary the claimant was paid one month's notice pay and 15 days additional pay *ex gratia* as also his leave salary, after the claimant had submitted a clearance certificate Exhibit M. 10. The claimant has admittedly received a sum of Rs. 380.69 and signed a voucher copy Exhibit M. 11 and he gave a writing Exhibit M. 12 that he had received his payment in full and final settlement. The witness says that after about a week the claimant again came and requested that a service certificate may be given to him and a certificate copy Exhibit M. 13 was given to him in which his work and conduct was certified as satisfactory. According to the management the certificate was given in good faith but the claimant is now trying to take undue advantage of it.

The claimant in rebuttal has appeared as his own witness and has stated that his work was satisfactory during the period of his probation and there were no complaint against him nor was he given any verbal or written warnings. He says that after the expiry of the period of his probation he requested the management to confirm him upon which the management was annoyed and they extended his period of probation for further period of six months to which he protested. The claimant says that he is illiterate and the management assured him that they would confirm him and he should receive all his dues for the period of six months for which he has served and on this pretext his signatures were obtained on a number of papers. He says that he never told the management that he wanted to take up service else where, and he signed the papers in the hope that he would be confirmed and he was not aware of the fact that the money was being paid to him in order to get rid of him.

I have carefully considered the evidence produced by the management as also by the claimant and in my opinion it is not possible to believe the version of the claimant that he was assured by the management that he would be confirmed and on that pretext his signatures were obtained on a number of papers and he was paid a sum of Rs 380.69 as his dues for the period he had already put in service. The claimant admits in answer to the Court question that a sum of Rs 132 only was due to him on account of his pay for the month of June, 1967. There is no satisfactory explanation as to why the claimant accepted the additional sum of Rs 243 in case he was assured that he would be kept in service. The version of the management is correct that the claimant was paid one month notice pay and 15 days service compensation as also his leave salary in full and final settlement of all his claim because the claimant had protested when the period of his probation was extended and probably the management did not wish to enter into a controversy as to whether the work of the claimant was not satisfactory and therefore his service could be terminated. The claimant could not have been under any misapprehension when he received a sum of Rs. 243 over and above his salary and he must have known that the management did not wish to retain him in service and that he was being paid in full and final settlement and the fact that the claimant at that time willingly received this amount shows beyond doubt that the claimant gave up his claim if any for being retained in service. In my opinion it is satisfactorily established that the claimant relinquished his claim for being retained in service and accepted Rs 380.69 in full and final settlement and that he was now no claim for being reinstated.

*Issue No. 2.*—It is satisfactorily established by the evidence of Shri Sawarn Singh M.W. 1 foreman of a respondent concern as also by the evidence of Shri S.K. Jain M.W. 2, Personnel Officer that the management did not consider the work of the claimant to be satisfactory and for this reason his period of probation was extended. Since the claimant has voluntarily accepted notice pay and service compensation so the question of the termination of his services by the management or its validity does not arise, and he is not entitled to any relief. No orders as to costs.

The 5th March, 1968.

P.N. THUKRAL,  
Presiding Officer  
Labour Court, Rohtak.

No. 474, dated 15th March, 1968.

Forwarded (four copies) to the Secretary to Government, Haryana, Labour and Employment Departments, Chandigarh, as required under section 15 of the Industrial Disputes Act, 1947.

The 5th March, 1968.

P.N. THUKRAL,  
Presiding Officer,  
Labour Court, Rohtak.

The 23rd April, 1968

No. 3432-2Lab.-68/10482.—In supersession of Government Notification No. 1269-2Lab.-68/4750, dated the 24th February, 1968, and in exercise of the powers conferred by clause (a) of sub-section (1) of section 5 of the Minimum Wages Act, 1948 (Central Act; XI of 1948); the President of India is pleased to extend the period of the Advisory Committee constituted to 7113 CS(H)—16-4-68—Govt. Press, Chd.

hold enquiries and advise the Government for fixation of minimum rates of wages in respect of employment "Potteries Ceramics and Refractory Industry",—vide notification No. 11199-2Lab.-67, dated 19th December, 1967. by 4 months i.e. up to 18th June, 1968.

R. I. N. AHOOJA, Secy.